

TGAC



**Australian
Competition &
Consumer
Commission**

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Our Ref: C2005/449
Your Ref: TM 179
Contact officer: Cameron Martin
Contact phone: (02) 6243 1107

5 October 2006

The Registrar of Trade Marks
IP Australia
PO Box 200
WODEN ACT 2606

Dear Registrar

Certification Trade Mark Application No. 1016030

The Australian Competition and Consumer Commission (the ACCC), in accordance with the provisions of the *Trade Marks Act 1995*, has completed its final assessment of Certification Trade Mark (CTM) No.1016030.

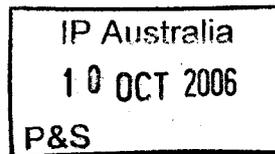
A certificate detailing the ACCC's assessment is attached, as well as a certified copy of the rules. The applicant has been notified.

If you have any queries on this matter, please contact Cameron Martin on (02) 6243 1107.

Yours sincerely

A handwritten signature in black ink, appearing to be 'S. Gregson', written over a horizontal line.

Scott Gregson
General Manager
Adjudication Branch



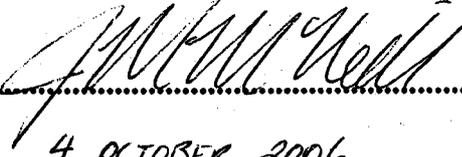


**Final Assessment of Certification Trade Mark Application 1016030 lodged by
AUS-MEAT Limited**

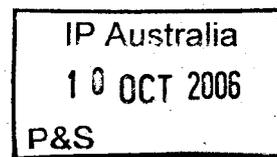
The Australian Competition and Consumer Commission (the ACCC), in accordance with the requirements of the *Trade Marks Act 1995*, has completed its Final Assessment of the above Certification Trade Mark (CTM) application.

The ACCC's Final Assessment is that it is satisfied that:

- (a) the approved certifiers are competent to certify the goods in respect of which the CTM is to be registered;
- (b) the rules governing the use of the CTM would not be to the detriment of the public; and
- (c) the rules governing the use of the CTM are satisfactory having regard to the principles relating to restrictive trade practices set out in Part IV of the *Trade Practices Act 1974* (the Act); the principles relating to unconscionable conduct set out in Part IVA of the Act; and the principles relating to unfair practices, product safety and product information set out in Part V of the Act.

Signed.....  (Commissioner)

Date..... 4 OCTOBER 2006



**RULES GOVERNING THE USE OF
THE AUS-QUAL CERTIFIED PRODUCT & DEVICE CERTIFICATION
TRADE MARK**

1. General

- 1.1 AUS-MEAT Limited ACN 082 528 881, of 9 Buchanan Street, South Brisbane, 4101, Queensland, Australia (**AUS-MEAT**) is the owner of the trade mark **AUS-QUAL CERTIFIED PRODUCT & device (the Trade Mark)**. The Trade Mark is defined in the AUS-QUAL Certification Services and Licence Agreement.
- 1.2 AUS-MEAT has licensed its subsidiary AUS-QUAL Pty Limited ACN 087 555 940, of 9 Buchanan Street, South Brisbane, 4101, Queensland, Australia (**AUS-QUAL**) to administer the certification scheme under the Trade Mark and the use of the Trade Mark.
- 1.3 AUS-QUAL is responsible for authorising the granting of licences to use the Trade Mark.

2. Definitions

In these Rules:

Certificate means the certificate issued by AUS-QUAL;

Certification means confirmation that a product, process or service satisfies the terms of these Rules and the Licence;

Certification Procedures means procedures carried out by AUS-QUAL and used in assessing a product, process or service for the purpose of grant or maintenance of certification;

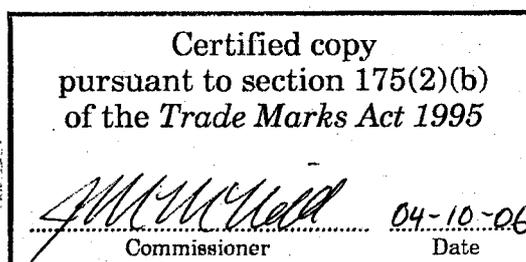
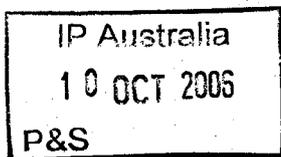
Certified User means an individual, partnership or any person corporate or unincorporated who has been granted a Certificate in accordance with these Rules and is licensed to use the Trade Mark;

Licence means the agreement between AUS-QUAL and the Certified User resulting from the Certified User's application for certification and licence under these Rules;

Quality System Standard means any one of the set of standards which AUS-QUAL includes in its list of standards to allow Certified Users to use the Trade Mark;

Register means the register kept by AUS-QUAL of the Certified Users of the Trade Mark; and

Trade Mark means the Certification Trade Mark as defined in the AUS-QUAL Certification Services and Licence Agreement.



3. Conditions for granting of licences to use the trade mark

3.1 Licences may be granted only to applicants who satisfy AUS-QUAL that:

- (a) they are capable of providing services under a quality system assessed as being in accordance with one or more of the Quality System Standards; and
- (b) in all cases they will abide by any undertakings that may be required by AUS-QUAL consistent or subject to the terms of these Rules.

3.2 AUS-QUAL will maintain a list of applicable Quality System Standards at AUS-QUAL's registered office. AUS-QUAL will maintain copies of the Quality System Standards included in the list. AUS-QUAL will submit a copy of the list to the Registrar of Trade Marks upon request.

3.3 The Certified User must apply the Trade Mark only in relation to products, processes or services which are provided under the Quality System Standard under which they are authorised to use the Trade Mark.

4. RULES GOVERNING USE OF THE TRADE MARK

4.1 The Trade Mark can be used by client organisations on company stationery, business cards, flags, buildings and other promotional material identified within the scope of the certification.

4.2 Where the approval relates to the Quality Management System or Food Safety (HACCP) System covered by the scope of certification (System Certification), the Trade Mark must not be used on products nor used in any way that would imply that the actual product is certified or that it (the product) conforms to a particular standard.

4.3 Where the approval relates to the Product covered by the scope of the certification (Product certification), the Trade Mark may be used on the actual product, but only if the owner of an associated product standard Trade Mark approves of its use, and then only if specific approval to do so is given and included in the Licence & Service agreement.

4.4 The Trade Mark can be used on larger boxes etc, used for transportation of products, together with a statement; "(This product) was manufactured in a plant whose quality management system is certified as being in conformity with (Name of Standard)."

4.5 The Trade Mark must not be used on any type of certificate or laboratory test or analysis report that could imply the product conforms to a standard or other product criteria including microbiological counts or maximum residue levels.

5. Powers affecting the issue or continuance of the licence

5.1 Subject to clause 5.2, AUS-QUAL may:

- (a) refuse to grant or renew a licence;
- (b) amend a licence;
- (c) suspend a licence; or
- (d) revoke a licence.

5.2 The powers granted in clause 5.1 may only be exercised if the Certified User:

- (a) commits a breach of or does not comply with the Rules; or
- (b) uses the Trade Mark in relation to any products, processes or services outside the assessed scope of the Licence; or
- (c) uses the Trade Mark in a form that, in AUS-QUAL's opinion, misleads the public; or
- (d) fails to pay any fees under the Licence; or
- (e) becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors, or, if a company, enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purposes of reconstruction) or has a receiver appointed of its business.

6. Disputes and appeals procedure

6.1 A Certified User seeking reconsideration of a decision of AUS-QUAL must lodge a written request to AUS-QUAL seeking reconsideration within 14 working days. AUS-QUAL must, within 30 working days from receipt of the above, supply the grounds for the original decision.

6.2 If the Certified User feels an incorrect assessment has been made, the Certified User may request a re-inspection by another assessor.

6.3 Any requests for re-assessments must be met within a reasonable time by AUS-QUAL.

6.4 If the Certified User's objection is upheld, the costs of the re-assessment will be borne by AUS-QUAL and any refusal to grant or renew of Licence, or amendment, suspension or revocation of a Licence will be lifted.

6.5 If the original assessment is upheld all costs will be paid by the Certified User.

6.6 If the Certified User has grounds for further appeal after the above has been completed, the Certified User may within 14 days request a final appeal against such refusal, decision not to renew, or to amend, suspend or revoke. Such an appeal shall be made to the President of the Law Society of Queensland to appoint an independent expert to determine the dispute. The Certified User must at the same time give notice of such appeal to AUS-QUAL. The decision of the independent expert in such appeal (after submissions of such written or verbal representations as the parties desire to make or as the independent expert shall require) will be final and binding on AUS-QUAL and the Certified User. The parties must pay the costs of the appeal as determined by the independent expert.

7. Obligations of Certified User

7.1 A Certified User must:

- (a) comply with the relevant sections of the particular Quality System Standard and Licence issued by AUS-QUAL, as amended from time to time;

- (b) submit to AUS-QUAL for prior approval any form in which it is proposed to use or make reference to the Trade Mark;
- (c) discontinue any use of the Trade Mark to which AUS-QUAL may object;
- (d) withdraw any statement concerning the authority of the Licensee to use the Trade Mark which in the opinion of AUS-QUAL may be misleading;
- (e) give representatives of AUS-QUAL reasonable access during working hours to the premises subject of the Licence from which services are provided or related records are kept, for the purpose of examining processes, records or other material which in AUS-QUAL's opinion is relevant to the licence; and
- (f) pay within 30 days from the date of invoice:
 - (i) the royalties set by AUS-QUAL in relation to administering the Licence and in relation to any services provided in assessment, auditing, supervising, inspecting, testing or consulting; and
 - (ii) the royalties set by AUS-QUAL for use of the Trade Mark.

7.2 Upon the termination of the Licence (however determined) a Certified User must immediately discontinue all use of the Trade Mark.

7.3 The Certificate remains the property of AUS-QUAL and must be returned to AUS-QUAL in the event of termination of the Licence.

8. Relinquishment of licence

A Licence may be relinquished by a Licensee at any time by advice in writing to AUS-QUAL and by the return of the Certificate to AUS - QUAL.

9. Miscellaneous

9.1 All information of a confidential nature given by applicants or Licensees to AUS-QUAL will be treated as confidential unless AUS-QUAL has received written permission from the applicant or Licensee that any such information may be divulged.

9.2 A Licence is non-exclusive and non-transferable.

9.3 A list of the Licensees for the time being will be kept by AUS-QUAL and be open to inspection.



CERTIFICATION SERVICES AND LICENCE AGREEMENT

THIS AGREEMENT IS MADE ON THE DATE SPECIFIED IN SCHEDULE 1

PARTIES

AUS-QUAL PTY LIMITED (ABN 87 087 555 940)
of 9 Buchanan Street, South Brisbane, Queensland (**AUS-QUAL**)

and

[CLIENT] (ABN [#####])
of [Address] (**Client**)

BACKGROUND

- A.** AUS-QUAL is accredited to assess the Management System and is a certification body for administration of quality standards as identified in the Rules.
- B.** The Client has agreed to engage AUS-QUAL to provide the Services and AUS-QUAL has agreed to accept the engagement on the terms set out in this agreement.
- C.** AUS-MEAT Limited ACN 082 528 881 is the owner of the AUS-QUAL Marks and has licensed AUS-QUAL to administer the certification scheme under the AUS-QUAL Marks and the use of the AUS-QUAL Marks.
- D.** The Client is a supplier, producer or provider of goods or services and wishes to use the AUS-QUAL Marks in accordance with appropriate certification requirements.

AGREEMENTS

1. Definitions and Interpretation

1.1 Definitions

1.1.1 Where commencing with a capital letter:

Activity means the activity of the Client for which Certification is sought;

AUS-QUAL Marks means the trade marks specified in schedule 2;

Certificate means a certificate confirming that the Client meets the Certification requirements;

Certification means certification of the Client by AUS-QUAL in accordance with the Rules;

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GST has the same meaning as in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

Intellectual Property means all patents, trade marks and designs (whether registered or not), copyright, know-how and trade secrets;

Management System means the management system of the Client specified in schedule 1;

Rules means the rules governing the use of the AUS-QUAL Marks which have been lodged with the Registrar of Trade Marks;

Services means the services specified in schedule 1;

Standards means the standards specified in schedule 1; and

Term means the term referred to in clause 2.

1.1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

1.2 Presumptions of Interpretation

Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa; and
- (b) a person includes an individual, a body corporate and a government.

1.3 Successors and assigns

A person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this agreement.

2. Term

This agreement commences on the date of this agreement specified in schedule 1 and continues in force for the term specified in schedule 1, unless terminated earlier in accordance with clause 15.

3. Services

3.1 Appointment

The Client appoints AUS-QUAL to provide the Services in accordance with schedule 1 and on the terms set out in this agreement, and AUS-QUAL accepts the appointment.

3.2 Other appointments

The Client must not, during the Term, appoint any other person to provide services the same as or similar to the Services.

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4. Obligations of AUS-QUAL

4.1 Compliance with laws

AUS-QUAL must comply with all relevant laws when performing its obligations under this agreement.

4.2 Assistance and access

The Client must at its cost give AUS-QUAL:

- (a) all assistance; and
- (b) access to all property, facilities and information in the Client's possession or under its control,

reasonably required by AUS-QUAL:

- (c) In connection with the provision of the Services; or
- (d) for the purpose of reviewing the performance by the Client of its obligations under this agreement.

4.3 Insurance

AUS-QUAL must during the Term maintain:

- (a) adequate workers' compensation insurance as required by law for its employees; and
- (b) professional indemnity insurance in an amount of at least \$2 million.

5. Fees and expenses

The Client must for provision of the Services pay AUS-QUAL the fees and expenses specified in schedule 1 within 1 month after invoice from AUS-QUAL.

6. Certificate

6.1 Issue

6.1.1 Subject to clause 6.1.2, if as a result of provision of the Services AUS-QUAL is satisfied that the Client meets the requirements of Certification, it must issue the Client with a Certificate.

6.1.2 AUS-QUAL is not required to issue a Certificate under clause 6.1.1 unless it has received payment of its fees and expenses for the Services provided under this agreement.

6.2 Validity

6.2.1 The Certificate remains valid for the period specified in it unless the validity of the Certificate is suspended or terminated earlier under clause 8 or 15.

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6.2.2 The Client must not represent that the Management System has the approval of AUS-QUAL other than during the period of validity of a Certificate.

7. Maintenance

The Client must maintain and operate the Management System in accordance with the Standards during the period of validity of each Certificate.

8. Suspension

AUS-QUAL may suspend the validity of a Certificate if AUS-QUAL considers that the Client is in breach of clause 7 or is otherwise in breach of the Rules.

9. Confidentiality

Neither party may, during or after the term of this agreement, except in the proper course of performance of this agreement disclose to any person without the prior written consent of the other party:

- (a) the terms of this agreement; and
- (b) any other confidential information provided by a party to the other party in connection with this agreement.

10. Intellectual Property

All Intellectual Property arising out of the provision of the Services vests in AUS-QUAL as and when it is created.

11. AUS-QUAL Marks

11.1 Grant

The Client may, during the period in which a Certificate remains valid:

- (a) use the AUS-QUAL Marks in connection with the issue of the Certificate; and
- (b) use the AUS-QUAL Marks in relation to the Activity,

provided that the Client complies with the Rules and any other rules of use notified by AUS-QUAL from time to time.

11.2 Use

11.2.1 The Client must not, during or after the Term:

- (a) represent in any way that it owns the AUS-QUAL Marks or is entitled to use them other than as a licensee of AUS-QUAL;
- (b) use any mark that is substantially identical with or deceptively similar to the AUS-QUAL Marks;
- (c) damage AUS-QUAL's reputation or goodwill or the reputation or goodwill in the AUS-QUAL Marks; or
- (d) vary the AUS-QUAL Marks without the prior written consent of AUS-QUAL.

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11.2.2 The Client must use the AUS-QUAL Marks only in a manner and on or in relation to goods or services as directed or approved by AUS-QUAL from time to time.

11.2.3 Subject to the terms of this agreement, the Client is entitled to use the AUS-QUAL Marks on or in connection with large (outer) boxes used for transportation of product, advertising, direct marketing, public relations and other forms of promotions directly related to the Activity.

11.2.4 The Client must not use the AUS-QUAL Marks:

- (a) in the place of any trade mark of the Client; or
- (b) in conjunction with any trade mark of the Client in such a manner as to appear to be part of such trade mark.

11.3 Infringement

11.3.1 The Client must immediately inform AUS-QUAL of:

- (a) any infringement or violation of the AUS-QUAL Marks by third parties; and
- (b) any legal action, pending or threatened, or of administrative procedures which may concern the AUS-QUAL Marks.

11.3.2 The Client acknowledges that:

- (a) any legal or other action necessary for the purpose of protecting the AUS-QUAL Marks is at the sole discretion of AUS-QUAL; and
- (b) AUS-QUAL is not liable for any damages, losses, costs or expenses suffered by the Client arising out of the infringement or violation of the AUS-QUAL Marks or the owner's rights in them.

12. Warranties

AUS-QUAL warrants that:

- (a) the provision of the Services will not infringe any other person's Intellectual Property rights;
- (b) it has the necessary experience, skill and ability to properly provide the Services on the terms contained in this agreement; and
- (c) the Services will be provided in a professional manner.

13. Liability

13.1 Limitation

To the extent that the terms implied under the *Trade Practices Act 1974* apply to services or goods supplied by AUS-QUAL, AUS-QUAL's liability for any breach of those terms is limited to:

- (a) in the case of goods, either supplying the goods again or paying the cost of having the goods supplied again; and

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- (b) in the case of services, either supplying the services again or paying the cost of having the services supplied again.

13.2 Exclusion

Except for those terms which cannot by law be excluded, all terms other than those expressly contained in this agreement are excluded.

13.3 Cap on liability

The liability of AUS-QUAL under this agreement is limited to the amount of the fees paid to AUS-QUAL under this agreement.

13.4 Exclusions from liability

In no event will AUS-QUAL be liable (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit (whether consequential, special, incidental or indirect) which may arise under this agreement.

14. Relationship of the parties

14.1 No partnership

Nothing contained in this agreement creates an agency, partnership, joint venture or employment relationship between the Client and AUS-QUAL or any of their respective officers, employees, agents or contractors.

14.2 No holding out

Neither party nor any person acting on behalf of the party may hold itself out as being entitled to contract or accept payment in the name of or on account of the other party.

15. Termination

15.1 By AUS-QUAL

AUS-QUAL may by notice to the Client terminate this agreement if it considers that its continued Certification of the Client may damage AUS-QUAL's reputation or goodwill or the reputation or goodwill in the AUS-QUAL Marks.

15.2 Default

If a party (Defaulting Party):

- (a) goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
- (b) fails, within 14 days after receipt of notice, to remedy any breach of its obligations under this agreement which is capable of remedy; or
- (c) breaches any of its obligations under this agreement which is not capable of remedy,

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the other party (**Innocent Party**) may, by notice to the Defaulting Party, terminate this agreement and recover from the Defaulting Party all damages, losses, costs and expenses suffered by the Innocent Party.

15.3 Effect of termination

On expiry of the Term or termination of this agreement:

- (a) the period of validity of a Certificate ceases;
- (b) the Client must immediately return the Certificate to AUS-QUAL;
- (c) the Client must immediately cease representing that the Management System has AUS-QUAL's approval;
- (d) the Client must immediately cease using the AUS-QUAL Marks;
- (e) without limiting paragraph (d), the Client must immediately withdraw all packaging, advertising, direct marketing, public relations and promotional and other material bearing the AUS-QUAL Marks or, with the prior written consent AUS-QUAL, remove or cover the AUS-QUAL Marks;
- (f) the Client must sign such notice of cessation of use of the AUS-QUAL Marks as AUS-QUAL may require; and
- (g) all sums the owing by the Client to AUS-QUAL under this agreement become immediately due and payable.

16. Dispute resolution

16.1 Dealing with disputes

- 16.1.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this agreement prior to commencing any proceedings.
- 16.1.2 If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 16 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy whether by way of proceedings in a court of law or otherwise in respect of such disputes.

16.2 Resolution by management

- 16.2.1 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer of the other party.
- 16.2.2 If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, the provisions of clause 16.3 will apply.

16.3 Conciliation

- 16.3.1 Disputes must be submitted to conciliation in accordance with and subject to The Institute of Arbitrators and Mediators Australia *Mediation and Conciliation Rules*.
- 16.3.2 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by conciliation within 1 month of submission to conciliation, or such other time as the parties agree.

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17. Miscellaneous

17.1 Notices

17.1.1 A notice under this agreement must be in writing and may be given to the addressee by:

- (a) delivering it to the address of the addressee;
- (b) sending it by pre-paid registered post to the address of the addressee; or
- (c) sending it by fax to the fax number of the addressee,

and the notice will be deemed to have been received by the addressee on receipt.

17.1.2 A fax is deemed to have been received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the addressee.

17.2 Amendment

This agreement may only be varied by the written agreement of the parties.

17.3 Assignment

A party may only assign a right under this agreement with the prior written consent of the other party.

17.4 Entire agreement

17.4.1 This agreement embodies the entire understanding and agreement between the parties as to its subject matter.

17.4.2 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this agreement are merged in and superseded by this agreement.

17.5 Further assurance

Each party must promptly sign all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this agreement and all transactions incidental to it.

17.6 Governing law and jurisdiction

17.6.1 This agreement is governed by and must be construed in accordance with the laws of Queensland.

17.6.2 Each party:

- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and all courts which have jurisdiction to hear appeals from those courts; and
- (b) waives any right to object to proceedings being brought in those courts for any reason.

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17.7 GST

In relation to any GST payable for a taxable supply (as defined under GST law) by a party under this agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice (as defined under GST law).



MANAGEMENT SYSTEM or PRODUCT ASSESSMENT

SCHEDULE 1

1. **Date of Agreement:** Issue Date: [DATE] for a term of [NUMBER] years.
2. **The Client:** [CLIENT]
[ADDRESS]
3. **Identification of Standard**
The Standard on which this Certification is based is as follows:
[Name and Version of Standard]
4. **Fees**
The fees for the Services are detailed below. Please note that AUS-QUAL's existing Day Rate of the above date is \$A[RATE] + GST.

CERTIFICATE RENEWAL SCHEDULE	Visit Duration (Days)	Costs (\$A) + GST Over 3 years
Application for Certification: [Item 1 eg Document Review] [Item 2 eg Certification Audit]	-	+ GST + GST + GST
6 monthly surveillance audits (over a 3 year period) .		+ GST
Total Cost Over 3 Years:-		+ GST

5. **Travel and Other Expenses**
All fees are inclusive of home state metropolitan travel costs and travel costs incurred within 100 km of the regional base of the AUS-QUAL representative. Travel outside these areas and accommodation will be charged at cost. If travel by vehicle is required outside of these areas, an inclusive travel cost of. \$0.60 plus GST per km will be incurred. Travel time outside these areas, where driving to and from the point of departure to your site will be charged at \$50 per hour plus GST.
6. **Scope of Certification**
[AUDIT SCOPE]
7. **Additional Requirements**
In addition to the requirements set out in this agreement, it is the responsibility of the client to comply with relevant legislation, codes of practise and licensing requirements applicable to the Country / State / Territory concerned, together with any specific requirements that form part of the above Standard.
8. **Access to Records**
Records must be kept as required under individual certification programs including (or in

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addition to) customer complaint records. These records must be made available to AUS-QUAL on request for the purpose of review.

9. Special Surveillance Visits and Additional services

9.1. In the event of non-compliances reported during assessment, re-approval or routine surveillance visits require additional follow up visits to verify corrective action, a fee based on the Day rate applicable at the time will be chargeable.

9.2. Where requested by the client, additional services provided by AUS-QUAL will be charged at the existing Day Rate + GST.

10. Fees and Expenses

All visits will be invoiced separately upon completion and payable within 30 days of that date, unless otherwise stated. Payment shall be made to the address or bank account on the invoice unless AUS-QUAL approves other payment arrangements.

11. Testing Services

All analytical testing of product, or other analytical testing associated with an audit under a Product Certification Program, will be carried out by Symbio Laboratories in Brisbane.

12. Cancellation/Postponement Charge

A cancellation fee equivalent to the existing Day Rate + GST, plus relevant travel expenses, will apply if a cancellation or postponement occurs after confirmation is received by your business for an assessment date, or within four weeks of the confirmed assessment date (whichever is least).. Exceptional circumstances will be considered before applying this fee.

13. JAS-ANZ Witness Audits

JAS-ANZ is required, under its certification body management responsibilities, to witness the operation of AUS-QUAL auditors as part of the process of auditing AUS-QUAL's operations. Where witnessing is to be undertaken, JAS-ANZ will select the AUS-QUAL client that is to be the subject of the witness audit.

The JAS-ANZ auditor will not interfere with the on-site audit process and there will be no additional costs associated with the witness audit. Strict rules of confidentiality apply to witness audits and the JAS-ANZ auditor is bound by the same confidentiality requirements that apply to all AUS-QUAL auditors.



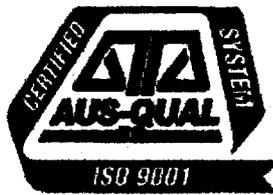
AUS-QUAL MARKS

SCHEDULE 2

AUS-QUAL [QUALITY OR FOOD SAFETY] Management Systems Mark

The mark may be used in any one (only) colour.

Standard colour is PMS [Maroon 193 OR Green 349]



OR

AUS-QUAL Product Certification System Mark

The mark may be used in any one (only) colour.

Standard colour is PMS Green 349

Select the appropriate mark from selection below – including over the page.
Delete the inappropriate marks



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(NOTE: Delete the logos you don't want – AND delete this note)

